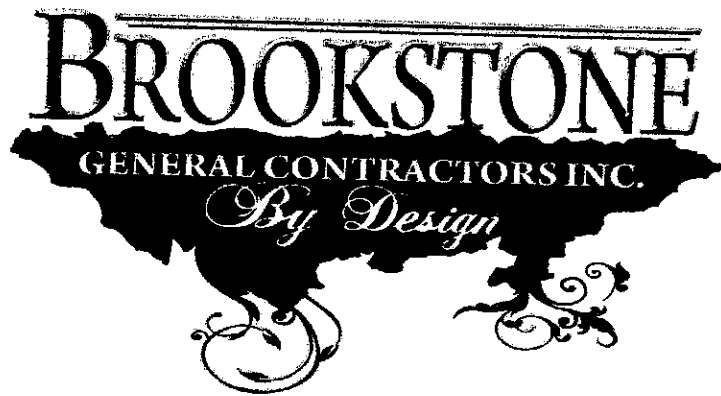


**BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.**



**HOME IMPROVEMENT AGREEMENT**

**THIS AGREEMENT** is made at 2762 State Route 303 Shalersville, Ohio 44255, effective, May 5, 2014 by and between **BROOKSTONE GENERAL CONTRACTORS BY DESIGN, INC.**, (hereinafter the "Contractor"), and of Elizabeth Duerr hereinafter the "Owner" whether one or more.)

1. **CONSTRUCTION:** Contractor shall furnish all labor, materials, equipment and supplies and do all things necessary for the construction, remodeling and/or home improvements for Owner located in the city/township/town of Shalersville, County of Portage and Street Address of 2762 State Route 303 Shalersville Ohio 44255 (hereinafter the "Residence"), in accordance with the provision
2. **SPECIFICATIONS:** This Agreement governs the following construction, remodeling, and/or home improvements as identified below or as detailed in the Specifications dated May 5, 2014.

**Horse Barn**

Brookstone G.C. by Design Inc. is prepared to build a horse barn according to print that is being provided to the homeowner. The new horse barn will be 120' long and 40' feet wide and 14' tall to bottom of trusses. The specification will be listed on the blueprint and weight limits for storing hay in the hay loft. The building will have steel siding and color choices will be provided to the homeowner so they may choose. There will be a 40' x 36' area that will be equipped with a tack room, a wash rack, and 4 horse stalls. The stalls will have 5' doors for easy access to the horses. Located above the horse area on each side not in the center of the barn will be constructed for hay storage above each of the four horse stalls. Located in the center or close to it whichever the homeowner desires will be a 1 foot by 1 foot or 2 foot by 2 foot trap door in order to through hay into the horse stalls from the hay storage area. There stalls will be separated with tongue and grove dimensional lumber but it will not be made from pine. The barn stall doors will have a metal guide for the doors to slide open. Brookstone will provide a sample of what they are using before it is installed. The stalls themselves will have concrete floor poured in them after they are constructed. And the center isle way will be left dirt. If the homeowner desires something else other than that it can be written up as a change order. There will also be a door at each end of the barn 12 feet wide. It will open from the center out towards each side of the building. Also in

between the north horse stall and the tack room there will be a four foot sliding door for access to the outside. Brookstone will allow and will not nickel and dime the homeowner if they decide they would prefer some of the interior design to change a bit as long as it's the same size. The roof of the building will be 30 year asphalt shingles samples will also be provided to the homeowner in order to pick out a color. Please make note that the entire roof system even according the arena portion of the new barn will have scissor trusses in order for added height in the barn.

### **Barn Excavation**

Brookstone is prepared to do the excavation for the site in which the barn is going to be located on as well as clearing some of the other parts of the land in order to allow for the fencing of the pastures to be completed. This will be a change order above and beyond the price of the contractual price. A change order will be written up for the excavation portion of the project. The inside of the riding area will be left unexcavated. The homeowner and the contractor can get together and talk about what maybe they want to do as far as what hard scape materials maybe desired to be used in the area. Once this is figured out a change order can be written up. Also this holds true for the area in between the horse stalls and tack and wash room area.

### **Mechanicals**

The mechanicals such as the electric and the water being piped into the barn will go as follows. Brookstone has allotted in the contract up to 150' of 1" well pipe line from the existing home to the new barn. The water supple line will be stubbed into the wash rack area and capped off in order for the homeowner to install what fixtures they desire such as an electric hot water tank or a wash sink etc. Brookstone also has the ability to install anything the homeowner desires. A change order can be written up and a cost can be given for the additional work to be done. The electrical portion of the job has been figured out to allowing for 100 feet of wire to be run and a 50 or 100 amp sub panel to be installed in the building whichever the homeowner desires. My suggestion would be a 100 amp panel square D. In the building 8 foot florescent lighting will be used and spaced out accordingly in order to allow for adequate lighting these lights will be cold start lighting in order to accommodate the winter months. If Brookstone hears of any lighting that might be a better fit for the barn then it will be shown to the homeowner if the lights are the same price then they can be used instead of the T8 florescent lighting. If they are a bit more expensive then the option will be given to the homeowner of using them instead. The water and electrical lines are going to be run in the most direct route possible for the homeowner to avoid any cost over runs.

3.

### **CONTRACT PRICE:**

- (a) Owner shall pay Contractor the amount of \$92,000.00(hereinafter the "Contract Price"), in accordance with the provisions of this Agreement. (Subject to adjustment by any Change Order(s).)
- (b) Owner has deposited earnest money with Contractor in the sum of \$54,762.98 this deposit shall be applied toward payment of the Contract Price.

Draw schedule as follows:

Down payment of the \$58,762.98 is for the Barn Package deal that Brookstone is purchasing up front.

1 <sup>st</sup> draw is due after the excavation has been done and footers in.	\$ 3,000.00
2 <sup>nd</sup> draw is due after all of the main post beams have been set in place.	\$ 5,000.00
3 <sup>rd</sup> draw is due after the rough framing of the barn is complete(not stalls)	\$ 7,000.00
4 <sup>th</sup> draw is due after the roof has been installed (including shingles)	\$ 5,000.00
5 <sup>th</sup> draw is due after the mechanical have been roughed in (water/electric)	\$ 5,000.00
6 <sup>th</sup> draw is due after steel siding has been installed on entire barn.	\$ 5,000.00
7 <sup>th</sup> draw is due after the horse stalls and wash rack and tack room are installed.	\$ 3,618.51
8 <sup>th</sup> draw due upon completion of the barn.	\$ 3,618.51

- (c) If Owner is not financing the construction, Owner shall pay Contractor the amount of \$ N/A, in equal monthly installments for a period of N/A months, due and payable on the N/A of each month. Owner shall pay interest in the amount of two percent (2%) per month for any amount not timely paid to Contractor.
- (d) Owner shall pay Contractor the amount of \$ N/A, which shall equal Contractor's Final Payment as specified in Paragraph 4 below. This amount may, however, be subject to adjustment by any Change Order(s).
- (e) If Owner shall obtain any construction financing for the Residence, Owner shall sign all vouchers, drafts or bank checks representing draws within twentyfour (24) hours after the funds have been approved for release by Owner's lending institution. Owner acknowledges that Owner's delay in signing any bank documents or in making timely payment(s) shall be grounds for Contractor to stop work, which work Contractor shall not recommence until Owner has promptly and properly executed all requisite bank documents and the funds have been appropriately released to Contractor. If Owner fails to execute a requisite draw form, Contractor may present to the Lender such draw request and promptly receive payment without Owner's consent or authorization. Neither Lender nor Contractor shall thereafter have any liability for the release of such draw.
- (f) If Owner shall personally finance all or any part of the construction of the Residence, then prior to Contractor's commencement of construction, Owner shall deposit with N/A, (hereinafter the "Escrow Agent"), the portion of the Contract Price being personally financed by Owner. Escrow Agent shall hold the deposited portion of the Contract Price in a passbook savings interestbearing account under Owner's social security number. Owner shall be entitled to all interest earned on such sum and shall satisfy Escrow Agent's fee for escrow services.
- (g) If any payment is not timely made and Contractor is required to retain legal counsel to pursue

collection, Owner hereby agrees to pay the attorney's fees and costs for Contractor's legal counsel.

- (h) Should Owner fail to make any payment when due, Contractor may immediately stop work until full payment is made.

4. **FINAL PAYMENT:** Final payment shall be due and payable to Contractor upon Contractor's substantial completion of the work. Purchaser agrees to make full payment of the balance of the contract price within three (3) days of the date of such completion. In the event the Purchaser fails or refuses to pay the contract price or any part thereof as provided herein, Purchaser shall pay a charge of twenty-four percent (24%) per year on the unpaid balance from the date of Purchaser's failure to pay. All monies previously paid by the Purchaser shall be retained by the Contractor and applied to such charge which shall in no way prejudice the rights of the Contractor in any action for damages or specific performance. Purchaser shall not occupy the improved parts of the Residence until any requisite certificate of occupancy is issued by the appropriate governmental agency. Should Purchaser impermissibly occupy the Residence prior to the issuance of any such certificate, then Purchaser shall save and hold harmless Contractor for all fines, penalties, liabilities and/or expenses (inclusive of reasonable attorney's fees) imposed by any governmental agency or otherwise incurred by Contractor as a result thereof.
5. **CHANGE ORDERS:** Owner may from time to time: (a) make changes to the Specifications; (b) issue additional instructions; and/or, (c) require additional work or direct the omission of work previously ordered (hereinafter the "Change Order(s)"). The Owner shall be responsible to pay for any and all Change Orders authorized by Owner. Change Orders may be oral or in writing. Contractor shall not be obligated to secure a written Change Order from the Owner before doing the work but shall subsequently provide the Owner with the approximate and/or actual cost for the Change Order. Owner shall pay the Contractor for all Change Order work on a cost plus 20% basis. Payment shall be made within seven (7) days of receipt of the invoices from the Contractor documenting the Change Order work.
6. **SUBSTITUTIONS:** Should Contractor be unable to obtain any material(s) specified in any of the Specifications or Change Order(s), Contractor shall have the right to substitute comparable materials and such substitution shall not effect the Contract Price.
7. **INSURANCE:** Contractor shall obtain public liability insurance in a reasonable sum during the progress of the construction and shall also maintain insurance required under the Workmen's Compensation and other laws of the State of Ohio.

Contractor shall not be responsible for any loss due to fire, vandalism, weather or theft of any materials once delivered to the job site. Owner shall assume all responsibility for any such loss and Owner shall maintain insurance coverage to protect against the same. Owner waives any rights or claims Owner may have against Contractor for any personal injuries and/or property damages incurred by anyone on the property during the period of construction, and shall indemnify, defend and hold Contractor harmless from any claims asserted for such alleged injuries and/or damages. Contractor shall be named as a coinsured upon Owner's aforesaid insurance policy. Owner shall provide Contractor with evidence of the requisite insurance upon Owner's execution of this Agreement.

Contractor shall procure any and all necessary permits. The Contractor with regards to this contract will not pull or be responsible for obtaining any building permits what so ever. The Contractor during the performance of construction shall conform to all laws and ordinances which may be applicable thereto. Should the cost of any permit(s) increase over and above the price established at the time of the execution of this Agreement, Owner shall pay the increased cost of obtaining such permit(s) in addition to procuring any and all necessary permits.

8. **ALLOWANCES:** Owner shall pay any and all costs in excess of the allowances set forth in this Agreement. Owner shall pay all such costs to Contractor and shall additionally provide Contractor with written authorization and consent in form and substance satisfactory to Contractor before Contractor shall order the material and/or commence with labor relating to work/ improvements for which costs exceed allowance(s). Owner shall not be charged an additional charge by Contractor for handling unless Owner's total charges for allowance items exceed twenty percent (20%) of the amount of the Owner allowances set forth herein. In the event that Owner's total cost for all allowance items exceed twenty percent (20%) of that amount then Owner shall pay Contractor a sum equal to fifteen percent (15%) of the amount in excess of the allowance amount. Owner acknowledges that such allowances are for both labor and material for each such allowance item.

9. **SITE PREPARATION:** Owner assumes sole responsibility for the compliance with set back and property use restrictions and location of the structures on the premises and shall indemnify and hold Contractor harmless for any and all damages and attorney fees arising there from. Owner acknowledges that if it becomes necessary to remove trees from the premises as part of the construction process, Owner shall be responsible for the cost of tree removal. All site preparation is to be handled by Owner unless stated otherwise in the SPECIFICATIONS. Owner agrees that if the site requires any excess excavation and/or wider footers or other additional work is required as a result of site conditions, Owner shall pay such additional cost upon invoicing from Contractor.

10. **GRADING/LANDSCAPING:** Owner shall be responsible for grading, including but not limited to, the finished grading, seeding, sodding, landscaping, and planting of trees unless stated otherwise in the SPECIFICATIONS.

Any and all additional expense incurred during excavation due to rock or sandstone, muck, peat, loosely filled soil, underground water, sifting sand, or any unstable material, are not included in the Contract Price. Contractor has not and shall not conduct any soil studies or sampling at the premises and Owner, and not Contractor, shall be solely responsible for any construction defects or problems which relate to or arise from any problematic soil conditions. Owner shall conduct any soil testing and/or seek consultation with respect to soil conditions as Owner may desire. Additional labor and/or material made necessary by reason of deficiencies in soil conditions requiring extra footing, reinforcing, piers, concrete block, concrete walls shall be paid by the Owner in addition to the Contract Price. Owner shall pay Contractor additional charges based on actual cost of labor and materials plus 20%.

11. **EXCESS FILL DIRT:** In addition to the Contract Price, Owner shall be responsible for the expense of hauling fill dirt or other material, if necessary, to the premises and for hauling dirt or other materials away from the premises. Owner shall pay Contractor the additional charges based on actual cost of labor and material plus 15%.

12. **OWNER'S DEFAULT:** Owner represents that Owner is ready, willing and able to carry out the

terms, provisions and conditions of this Agreement. Owner's refusal to fully and timely perform any of the terms of this Agreement shall result in Contractor, at Contractor's election, declaring this Agreement null and void, and Contractor shall have the right to bring any and all legal and/or equitable actions against Owner in conformity with Ohio law. Contractor shall additionally be entitled to retain Owner's deposit and recover all costs, losses, lost profits, damages and expenses incurred; including, but not limited to reasonable attorney's fees in the event of Owner's default.

13. **SUPERVISION:** Owner agrees that the direction and supervision of Contractor's working forces, including subcontractors, rest exclusively with Contractor. Owner shall not interfere with Contractor's working forces or subcontractors. Owner is not permitted, during this Contract; to perform any work at the Residence, or permit an agent that owner may hire, to perform any work at the Residence unless Owner receives the prior written consent of Contractor.
14. **COMMENCEMENT/COMPLETION:** Contractor shall commence with construction hereunder on or about \_\_\_\_\_. The job should take \_\_\_\_\_ to complete weather permitting and shall proceed diligently to complete the work. Contractor shall not be responsible for any delays to construction caused by Owner, Owner's agents, Acts of God, payment disputes, change orders, lender interference, weather conditions, soil conditions, strikes, material shortages, shipment delays, production delays, and/or any other matters or conditions beyond Contractor's reasonable control.
15. **CONTRACTOR'S WARRANTY AND LIMITATIONS:** Contractor shall provide Owner with a one (1) year limited warranty following the date upon which Owner takes possession of the Residence Improvement against defects in the quality of workmanship and materials. Contractor shall not be liable for any manufacturer's warranty for any and all appliances and equipment provided with and/or installed at the Residence; including, without limitation, any refrigerator, range, space heater, hot water heater, garbage disposal, ventilating fans, air conditioners, heating units, etc. Owner hereby releases Contractor from any and all liability from and after the one-year warranty period. Owner shall hold Contractor harmless from and after the expiration of the one-year warranty period from any and all claims, demands, actions or causes of actions brought by third-party suppliers, subcontractors, manufacturers and/or any other third party.

At all times during construction and on the eleven month anniversary of the walk-through or move-in, whichever is earlier, should Owner discover any defect in construction or material, then Owner shall prepare and provide Contractor with written lists, signed and dated by Owner (copy attached to Limited Warranty), specifically identifying items that need repaired or completed. Owner shall provide Contractor with a reasonable time to repair and complete these items, which should not be less than thirty (30) days. IT IS THE SOLE RESPONSIBILITY OF OWNER TO SUBMIT THE LIST PROVIDED ON THE LAST PAGE OF THE WARRANTY AT THE ELEVEN MONTH ANNIVERSARY OF THE MOVE-IN OR WALK-THROUGH, WHICHEVER IS EARLIER. FAILURE BY OWNER TO SUBMIT THIS FINAL LIST FOR APPROVAL TO CONTRACTOR PRIOR TO THE ELEVEN MONTH ANNIVERSARY FORFEITS THE RIGHT OF OWNER TO HAVE THE APPROVED WARRANTY WORK PERFORMED.

Contractor shall not be responsible for any: (a) damage due to ordinary wear and tear or abusive use, (b) defects that are the result of characteristics common to the materials used, (c) loss, injury or damages caused in any way by the weather or elements, (d) conditions resulting from condensation on, or expansion or contraction of, any materials, or (e) paint over newlytextured interior walls.

Contractor's warranties are not transferable and shall terminate upon Owner's resale or transfer of the Residence.

This warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all the representations made by Contractor and all other obligations or liabilities respecting the Residence. Owner agrees that Owner must commence any and/or all claims which Owner may have against Contractor within a one (1) year period from and after the date upon which Owner takes possession of the Residence or Owner shall otherwise be forever barred from instituting any cause of action there for.

16.     **PERSONAL PROPERTY:** Any and all personal property of Owner that is in or near a work area is the responsibility of such Owner and Contractor is not responsible for any damage to or the monetary or replacement value of said personal property, and agrees to indemnify, defend and hold Contractor harmless from any claims related to stolen, damaged or destroyed personal property.
17.     **INDEMNIFICATION:** Owner shall hold Contractor harmless and indemnify Contractor for any and all claims, actions, damages, or other liability, including, without limitation, attorney fees, professional witness fees, court costs, and other charges, arising out of or related to Owner's breach of any term or condition contained in this agreement.
18.     **EXCESS MATERIALS :** Any materials left over upon completion of the Residence shall be deemed to be Contractor's property. Contractor may enter upon the premises to remove excess material(s) at all reasonable hours.
19.     **NO WAIVER :** The failure of Contractor to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and/or conditions of this Agreement, shall not be construed as thereafter waiving any such terms and/or conditions or future breach, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
20.     **CONCRETE:** Cracks, chips, spalling, scaling and pitting in the concrete due to weather, salt damage, shrinkage, or any other cause are not the responsibility of Contractor.
21.     **PAINTING:** Contractor should not be liable for cracks and other defects caused by the expansion and contraction of joints in the woodworking and trim resulting from seasonal changes in the weather.
22.     **DEPOSIT:** The Owner has deposited with Contractor the sum of , which the parties agree shall be held in escrow and applied on the purchase price when the transaction is closed; or, if the Contractor fails or refuses to perform the Contractor's part of this Contract, the Deposit shall be returned to Owner, as Owner's sole and exclusive remedy; or, if the Owner fails or refuses to perform the Owner's part of this contract, said deposit shall be retained by Contractor but such retention shall not in any way prejudice the rights of the Contractor in any action for damages or a suit for specific performance.
23.     **CLEAN UP:** Contractor will leave the job broom clean each day and trash will be hauled away as needed (when a 10 yd. Truck may be filled). At the end of the project, all trash and materials not used

on the job will be removed. Owner is responsible for final cleaning including, but not limited to, dusting, cleaning of fixtures, wiping and cleaning cabinets, floor sweeping or mopping, cleaning of any dust or dirt that may have blown through the house, cleaning or changing filters in the heating and cooling system, cleaning of the HVAC itself, windows, drapes, window treatments, etc. Contractor will make every effort to limit dust and debris to the work area, but by no means will it guarantee there will not be dirt or dust that may filter into those areas of the Residence where construction is not occurring.

24. **DUST AND DIRT CONTAINMENT:** Contractor will lay cloth tarps on floors from the entry place to the work place. Plastic dust walls will be hung if possible. 30 gallon trash containers will be on the job site for small debris. Contractor will make every effort to keep the job site clean; however, there are no warranties or guarantees provided as to dust/dirt. Any additional requests by Owner, such as covering any furniture or removing furnish or accessories must be put in writing and made part of this Agreement and will be charged for accordingly.
25. **PHONE:** Owner agrees to allow reasonable phone access to Contractor to make and receive local calls.
26. **LAVATORY:** Owner agrees to provide a lavatory designated for use by Contractor's employees and its sub-contractors for the duration of construction. If not provided, Contractor will provide a Porta-John at Owner's expense. Price will be based on a local supplier and paid directly to the supplier by the Owner.
27. **LUNCH AREA:** If workers are to eat at the Residence and Owner wishes them to eat in a particular spot, Owner must designate that location in writing before construction begins.
28. **PARKING:** Parking of vehicles will be in Owner's drive or in front of Owner's Residence. It is Owner's responsibility to provide neighbors with notice of any inconvenience.
29. **MATERIALS/EQUIPMENT:** It is the Owner's responsibility to provide a location, such as a garage, for materials, equipment that needs to be stored on site.
30. **SIGNS:** Owner agrees to allow Contractor to place a sign from Contractor on Owner's Premises. No other sign will be permitted during construction and for a period of 60 days following completion of construction (with the exception of a real estate sign).
31. **ACCESS TO RESIDENCE:** There must be a door or doors provided for entry to the Residence. A key or a house sitter must be provided Monday through Friday 8 a.m. to 5 p.m. and Saturdays by the request of Contractor. If a key is provided, the only people that will have access to it will be the Contractor's foreman and Contractor's sales person. If construction is delayed due to no access, Owner will be assessed a fee of \$29.00 per hour per man until access is provided.
32. **DRIVEWAY/SIDEWALKS/ACCESS:** Owner hereby expressly and unconditionally allows Contractor and its material men and subcontractors, the right to drive over driveways and sidewalks with their trucks, backhoe, concrete trucks, delivery trucks, etc. Unfortunately, this may result in cracks or



other damage. If this does occur, Contractor will have it repaired at Owner's expense. Contractor does not guarantee/warranty against cracks and/or other defects. In the event these conditions do occur, the repair will be done as a change order to the Contract. If access to a Residence involves crossing over (or partially crossing over) another property, it is the Owner's responsibility to obtain written permission from the Property owner to allow for such access. Owner hereby agrees to pay for any grounds or landscaping repairs that may be needed, and agrees to indemnify, defend and hold Contractor harmless from any claims that may be asserted by such property owner.

33. **LANDSCAPING AND DRAINAGE:** It is the Owner's responsibility to make all yard repairs and underground drainage repairs, if necessary. All trees, shrubs, flowers and/or landscaping that are to be moved are the responsibility of the Owner. Contractor may move them with a backhoe but takes no responsibility for damage or death to the plantings. Contractor will rough grade the area being worked. All other landscaping and finish grading must be in writing and noted in the Specifications. Owner agrees that Contractor will not be responsible/liable in any manner whatsoever for the damage and/or death to any plantings or landscaping.
34. **LEAD BASED PAINT DISCLOSURE:** Owner hereby acknowledges receipt and review of the pamphlet "Protect Your Family From Lead In Your Home". Alternatively, Owner hereby acknowledges that Owner's Residence was constructed after January 1, 1978. Initials
35. **MODIFICATION:** Any modification of this Agreement other than as specified herein and/or any Contract Documents shall be binding only if evidenced in writing signed by both Owner and Contractor or an authorized representative of either.
36. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement and understanding between Owner and Contractor and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent the same is/are incorporated within this Agreement.
- Contractor and Owner acknowledge that there are no covenants, representations, warranties, agreements, or conditions, either expressed or implied, which in any way affect, or are a part of, or relate to this Agreement, except for those expressly set forth herein above.
37. **OHIO LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

OWNERS:

**BOOKSTONE GENERAL CONTRACTORS  
BY DESIGN, INC.**



Brook Stone Co. By Resp 100.  
By: James Burns Resident

\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

Dated: May 5, 2014

\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

~~\_\_\_\_\_~~

ELIZABETH DUERR  
2762 STATE ROUTE 303  
MANTUA, OH 44255

03-14

1025

6-103/410  
665

June 5, 2014  
Date

Pay to the  
Order of

Brookstone GC

\$ 9,000.00

Nine thousand &c/100

Dollars



Security  
Features  
Details on  
Back



KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU® Key.com®

For

Elizabeth Duerr

MP

⑆041001039⑆ 356652008612⑈ 1025

ELIZABETH DUERR  
2782 STATE ROUTE 303  
MANTUA, OH 44255

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June 5, 2014

Date

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Brookstone &

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KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU® Key.com®

For

Elizabeth J Duerr

MP

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ELIZABETH DUERR  
2762 STATE ROUTE 303  
MANTUA, OH 44255

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June 5, 2014  
Date

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Order of

Brookstone gc  
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Security  
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KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU Key.com

For

Elizabeth J Duerr  
MP

⑆041001039⑆ 356652008612⑆ 1027

Handwritten Note

For deposit only

ELIZABETH DUERR  
2762 STATE ROUTE 303  
MANTUA, OH 44255

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June 5, 2014  
Date

Pay to the  
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Brookstone

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KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU® Key.com®

For \_\_\_\_\_

Elizabeth Duerr

MP

⑆041001039⑆ 356652008612⑈ 1029

ELIZABETH DUERR  
2762 STATE ROUTE 303  
MANTUA, OH 44255

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June 5, 2014

Date

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Brookstone gc

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Nine thousand ~~xxx~~ 00

Dollars



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KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU Key.com

For



Elizabeth J. Duerr

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Print this Page

<b>ELIZABETH DUERR</b> 03-14		1031
2762 STATE ROUTE 303		6-103/410
MANTUA, OH 44255		666
Date <u>June 5, 2014</u>		
Pay to the Order of <u>Brookstone</u>	\$ <u>9,000.00</u>	
<u>nine thousand &amp; no/100</u>	Dollars	 Recounter Features Details on Back
	KeyBank National Association Streetsboro, Ohio 44241 1-800-KEY2YOU® Key.com®	
For _____	<u>Elizabeth Duerr</u> <small>MP</small>	
⑆041001039⑆ 356652008612⑈ 1031		
<small>Handwritten Note:</small>		

<p>For Deposit only</p>
-------------------------

ELIZABETH DUERR

03-14

2782 STATE ROUTE 303

MANTUA, OH 44255

1032

6-103/410

665

June 5, 2014  
Date

Pay to the

Order of

Brookstone

\$ 1,000.00

one thousand & 00/100

Dollars



Security  
Features  
Guaranteed  
Safe



KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU® Key.com®

For

Elizabeth Duerr AP

⑆041001039⑆ 356652008612⑈ 1032

## DOWN-PAYMENT

6-5-14	CK # 1025	\$ 9,000. <sup>00</sup>	
6-5-14	CK # 1026	\$ 9,000. <sup>00</sup>	
6-5-14	CK # 1027	\$ 9,000. <sup>00</sup>	
6-5-14	CK # 1029	\$ 9,000. <sup>00</sup>	
6-5-14	CK # 1030	\$ 9,000. <sup>00</sup>	
6-5-14	CK # 1031	\$ 9,000. <sup>00</sup>	
6-5-14	CK # 1032	\$ 1,000. <sup>00</sup>	
		<u>\$ 55,000.<sup>00</sup></u>	\$ 55,000. <sup>00</sup>

## LAND CLEARING

7-1-14	CK # 1052	\$ 6,638.49	
7-1-14	CK # 1053	\$ 6,638.49	
		<u>13,276.98</u>	\$ 13,276.98

## DECK

7-7-14	CK # 2046	\$ 7,500. <sup>00</sup>	
7-7-14	CK # 2047	\$ 7,500. <sup>00</sup>	
		<u>\$ 15,000.<sup>00</sup></u>	\$ 15,000. <sup>00</sup>

## EXCAVATION BARN & DRIVEWAY

7-1-14	CK # 1054	\$ 23,498.16	\$ 23,498.16
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## SIDING BARN WITH VINYL

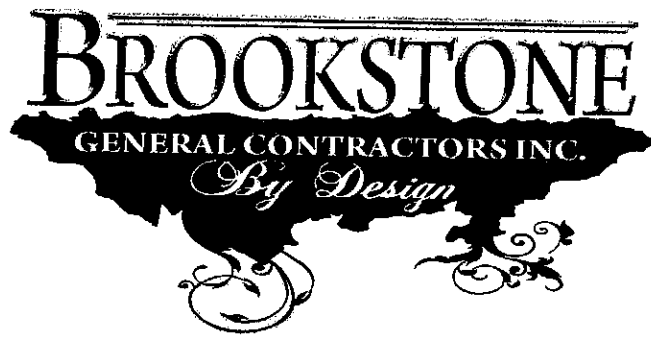
7-1-14	CK # 1055	\$ 3,800. <sup>00</sup>	\$ 3,800. <sup>00</sup>
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## ENLARGING BARN

8-5-2014	CK 1034	\$ 7,900. <sup>00</sup>	
8-5-2014	CK 1035	7,000. <sup>00</sup>	
		<u>\$ 14,900.<sup>00</sup></u>	\$ 14,900. <sup>00</sup>

## DRAWS 1+2

11-11-2014	CK # 1036	9,000. <sup>00</sup>	
11-11-2014	CK # 1037	7,725.49	
		<u>\$ 16,725.49</u>	\$ 16,725.49
			<u>\$ 142,200.63</u>



## Invoice

Betsy Duerr

330-221-2059

June 9, 2015

Owner's Name

Phone

Date

2762 Street RT 303

change orders

Street

Job Description

Mantua

Ohio

City

State

Fill for inside of barn up to 200 tons. (Not finish materials)

Back Fill <sup>extra</sup>  
\$ 6,752.00 7,752.<sup>00</sup>

Expanding loft and reconfiguring steps with additional railing

\$ 2,855.92

Concrete and prep work for house drive and additional barn area.

\$11,382.99

Window ribbon for barn and extra ribbon for end wall of barn.

\$ 1,745.62 ~~\$1,845.~~<sup>62</sup>

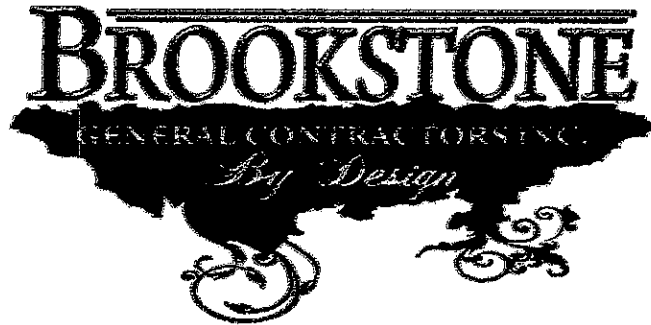
Wood Around  
Ribbon/with METAL  
wrap

Total due

\$

23,836.<sup>53</sup>  
9,000.<sup>9000</sup>  
5,836.<sup>53</sup>

Addition Work Authorization Form



PAID CK #

1052 +  
6638.49

1053  
6638.49

# 13,276.98

7-1-2014

Elizabeth Duerr

June 19, 2014

Owner's Name  
2762 State Route 303

Phone  
Clearing of Land

Date

Street  
Mantua

Job Description  
Ohio

City

State

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will clear the land at job site where Brookstone is Building a barn for the homeowner listed above. Brookstone is prepared to cut up all of the trees that have been cut down by the homeowner into 36 to 48 inch logs so that they can use the wood when they have bonfire at their home. These logs will be set in a pile on the property so they have easy access to the wood. Located on the property is a small bridge leading to additional land that is owned by the homeowner. Brookstone will use this small concrete bridge to get a machine across in order to clear the over growth out up to two inch sapling. Please keep in mind because this new area will eventually be used for horse pasture fenced in by Brookstone that all area with the overgrowth will be knocked down but any muddy or wet areas will have to be left untouched. All of the mature trees will be left standing. If any trees are currently down Brookstone will cut those up for the homeowner as well up to 10 trees. Also keep in mind that this is very difficult work and large machines cannot be brought across the creek so most of this work will have to be completed by hand. If the current concrete bridge fails Brookstone cannot and will not be held accountable for its replacement. Brookstone may look for another way over to the land separated by the river that runs through the middle of the property. Brookstone will cut down more trees on the other side if so desired but this would have to be written up with a new change order based upon the amount of trees being taken down.

## ***Addition Work Authorization Form***

Additional charge for the work is: \$ 13,276.98

Payment will be made as follows: \_\_\_\_\_

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date June 24 2014

Authorizing Signature \_\_\_\_\_

We hereby agree to supply labor and materials to complete the above specified work, at above state price.

Authorizing Signature X

Date Elizabeth J. Dunn

Change order No. \_\_\_\_\_

Note: This revision becomes part of and in conformance with the

existing contract.

**\*\*All change orders are due and payable upon signing of the change order\*\***

Print this Page

**ELIZABETH DUERR**  
2762 STATE ROUTE 303  
MANTUA, OH 44255

03-14

1052

6-103/410  
555

564 0001 6103894 16:51 13500 07/03/2014 10 DQCT

6,638.38

Date

Pay to the

Order of

Jim Burns

\$ 6638.49

Sixty Six hundred thirty eight

Dollars

38/100

Security  
Features  
Detect or  
Track



KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU Key.com

For

Clearing land

Elizabeth Duerr

⑆041001039⑆ 356652008612⑈ 1052

Routing Code

07/03/2014 135001641732

Jim Burns

Print this Page

**ELIZABETH DUERR**  
2782 STATE ROUTE 303  
MANTUA, OH 44255

03-14

1053

5-103/410  
665

*6/4 1, 2014*  
Date

Pay to the  
Order of *Jim Burns*

\$ *6638.49*  
*49/100*  
Dollars

*Sixty six hundred thirty eight*



KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU Key.com

For *Clearing land*

*Elizabeth Duerr*  
BY

⑆041001039⑆ 356652008612⑆ 1053

Revised Check

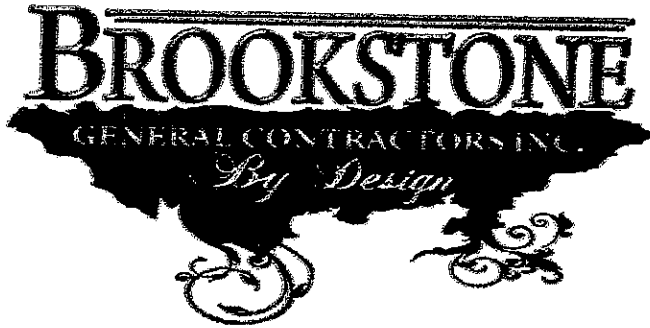
07/03/2014 135001641717

*Jim Burns*



Addition Work Authorization Form

PAID CK # 1054  
23,498.<sup>14</sup>



7-1-14

Elizabeth Duerr

June 19, 2014

Owner's Name  
2762 State Route 303

Phone  
excavation for barn and driveway.

Date

Street  
Mantua

Job Description  
Ohio

City

State

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will cut in a new driveway in from the main road. This driveway will be 12 to 15 feet in width coming in 60 feet. Then it will be 70 x 70 feet of space in front of barn for parking and turn around for the horse trailer. Brookstone will dig down 8" deep then lay number 304 gravel for a base. Then after the base has been installed then 4 inches of #57 gravel will be spread over top of the base of gravel. This gravel will be white lime stone. This gravel is much more expensive than #57 wash gravel. Also the indoor riding arena will have 3 to 4 inches of a fine dirt/sand mix. The land will be prepped for this after the barn is up. Also there will be #57 limestone under the overhang on the side of the barn. Please please keep in mind there is a lot of gravel being used on this project. It is estimated over 100 tons all together and lime stone is being used which is very expensive. If you wish not to use lime stone and use #57 wash gravel you can take off \$3,000.00 dollars off the price of the change order.

Additional charge for the work is: \$ 23,498.76,

Payment will be made as follows:

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date June 24, 2014

Authorizing Signature

We hereby agree to supply labor and materials to complete the above specified work, at above state price.

Authorizing Signature

Date


Change order No.

Note: This revision becomes part of and in conformance with the

existing contract.

\*All change orders are due and payable upon signing of the change order\*\*

Print this Page

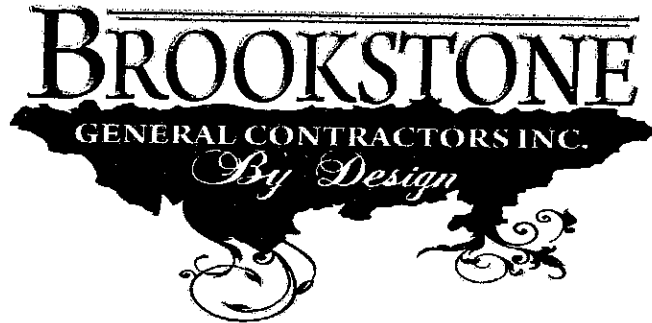
<b>ELIZABETH DUERR</b>		03-14	1054
2762 STATE ROUTE 303			
MANTUA, OH 44255			
570 0001 6103834 17:01 13500 07/03/2014 10 DDDP		23,498.76	5350004222
Pay to the	<u>Brookstone</u>		\$ 23,498.76
Order of	<u>twenty three thousand four hundred</u>	Dollars	
	<u>ninty eight 76/100</u>		
	KeyBank National Association Streetsboro, Ohio 44241 1-800-KEY2YOU Key.com®		
For	<u>excavation</u>	<u>Elizabeth Duerr</u>	MP
⑆041001039⑆ 3556520086120 1054			

Handed Over

07/03/2014 135001641720		For Deposit only
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Addition Work Authorization Form

PAID CK #  
1055  
\$ 3,800.00  
7-1-2014



Elizabeth Duerr

July 1, 2014

Owner's Name  
2762 State Route 303

Phone  
siding the barn with vinyl

Date

Street  
Mantua

Job Description  
Ohio

City

State

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will install an off red vinyl siding on the new barn 4 inch Dutch lap instead of the steel siding that was originally going to be installed on the barn. This will make the barn maintenance free on the outside.

Additional charge for the work is: \$3,800.00

Payment will be made as follows:

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date \_\_\_\_\_ Authorizing Signature \_\_\_\_\_

We hereby agree to supply labor and materials to complete the above specified work, at above state price.

Authorizing Signature James Ben Resalat Date July 1, 2014

Change order No. \_\_\_\_\_ Note: This revision becomes part of and in conformance with the existing contract.

\*\*All change orders are due and payable upon signing of the change order\*\*

Print this Page

ELIZABETH DUERR  
2782 STATE ROUTE 303  
MANTUA, OH 44255

03-14

1055

6-103/410  
665

July 1, 2014  
Date

Pay to the  
Order of

Brookstone  
thirty eight hundred ~~xx~~ 100 \$ 3800.00  
Dollars



KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-KEY2YOU® Key.com®

For

Siding

Elizabeth Duerr MP

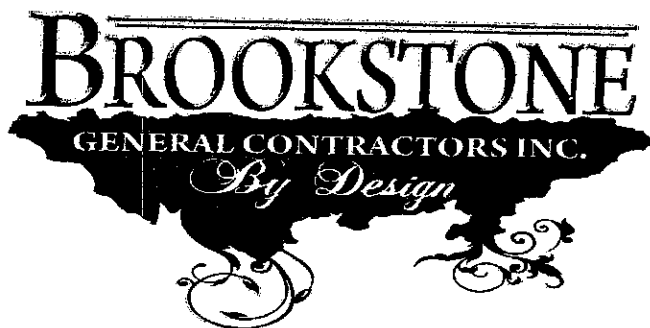
⑆041001039⑆ 3566520086120 1055

Holden Clark

07/03/2014 135001641722

For Deposit only

Addition Work Authorization Form



PAID CK #  
2046 #7,500.<sup>00</sup>  
2047 #7,500.<sup>00</sup>  
#15,000.<sup>00</sup>  
7-7-2014

Elizabeth Duerr

July 1, 2014

Owner's Name  
2762 State Route 303

Phone  
new deck around the new pool

Date

Street  
Mantua

Job Description  
Ohio

City

State

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. will build a new wood deck around the new swimming pool that was just installed. The deck will be 4 foot around the perimeter of the pool. A little better than half the pool. The side of the pool closet to the existing deck Brookstone will connect the new deck to it about three steps up off of the ground. The deck will be constructed of treated wood. Brookstone will dig holes 38" to 42" deep and install an 8" thick footer for all of the post.

The deck will flare out 12 x 16 feet for a sitting area nearest the existing deck. Also underneath the deck by the stairs leading down into the yard a plat form with be built so that the new pool pump can sit on it. The steps will be 48" wide and 12" wide treads for easily going up and down the stairs. Also all of the post will be framed in with wood blocking and be bolted together. There will also be power run for the pool pump and 3 to 4 extra outlets placed on the deck. The deck will be constructed in the following manner 4x4 post will be installed to support the 2x10 or 2x12 beams that will be bolted to the 4x4 supports. Then 2x8 floor joist will be installed with 5 1/4 will be installed over new floor joist. The hand rail will be 2x2 fluted spindles with a 2x6 hand rail. The hand rail will be routed with a round over bit so that it minimizes splinters. The new common area that is 12x16 with have a 6 foot pricey fence around the better portion of the area the two sides of the common area will be a little lower for visibility purposes. The design will be shown to the homeowner as we build it so they can see how it potential will look, Additional charge for the work is: \$15,000.00

Payment will be made as follows:

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date \_\_\_\_\_ Authorizing Signature \_\_\_\_\_

We agree to supply labor and materials to complete the above specified work, at above state price.

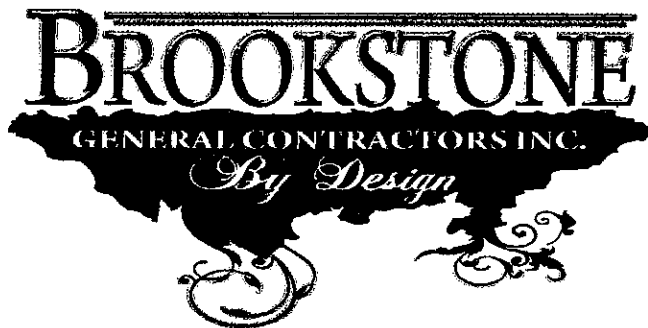
Authorizing Signature James Burr Date July 1, 2014

Change order No. \_\_\_\_\_ Note: This revision becomes part of and in conformance with the existing contract.

\*\*All change orders are due and payable upon signing of the change order\*\*

# Addition Work Authorization Form

PAID CK #  
1034-7,900  
1035-7,000  
14,900  
8-5-2014



Betsy Duerr

330-221-2059

August 9, 2014

Owner's Name

Phone

Date

2762 state route 303

Enlarging barn

Street

Job Description

Shalersville

Ohio

City

State

You are authorizing the following specifically described work:

This change order is to enlarge the barn. The arena portion of the barn will go from 40 feet wide to 52 feet wide. The trusses will be a 4/12 pitch truss instead of a 6/12 pitch truss. By doing this the trusses can be one piece instead of a two piece truss. The truss will just have to have the very top of it added but the span will be one piece. This change order will also cover extra electrical needed and also all necessary building materials needed to make the building larger. Also the area fill 2" thick is included. The top support is will be three thick instead of two and the support post on the arena will have concrete poured all the way around them. Also two one foot pieces of rebar will be drilled opposite directions at the bottom of the posts to try and ensure that the post don't lift up due to freeze thaw or rain conditions. Also the deal with the homeowner is that it was unknown what the concrete might cost to pour solid concrete around the post. The footers are included in the original cost of the contract but the extra concrete for around the post is an extra charge. The extra concrete for the job is due to making the building larger and the plans designer would feel much more comfortable with the post being encapsulated in sold concrete. Brookstone will let the homeowner write a check directly to the concrete company or a check can be written to Brookstone whichever the homeowner prefers.

Additional charge for the work is:\$14,900.00

Payment will be made as follows:

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date August 14, 2014 Authorizing Signature James B...

We hereby agree to supply labor and materials to complete the above specified work, at above state price.

Authorizing Signature

Date

Change order No.

Note: This revision becomes part of and in conformance with the existing contract.

\*\*All change orders are due and payable upon signing of the change order\*\*

Print this Page

ELIZABETH DUERR  
2762 STATE ROUTE 303  
MANTUA, OH 44255

03-14

1034

6-103/410  
553

Aug 5, 2014  
Date

Pay to the  
Order of

Brookstone  
Seventy nine hundred xx/100 \$ 7900.00  
Dollars



KeyBank National Association  
Streetsboro, Ohio 44241  
1-800-MY2YOU Key.com

For

enlarging kern Elizabeth Duerr

⑆041001034⑆ 356652008612⑆ 1034

Noted Check

For Report only

Harland Clarke

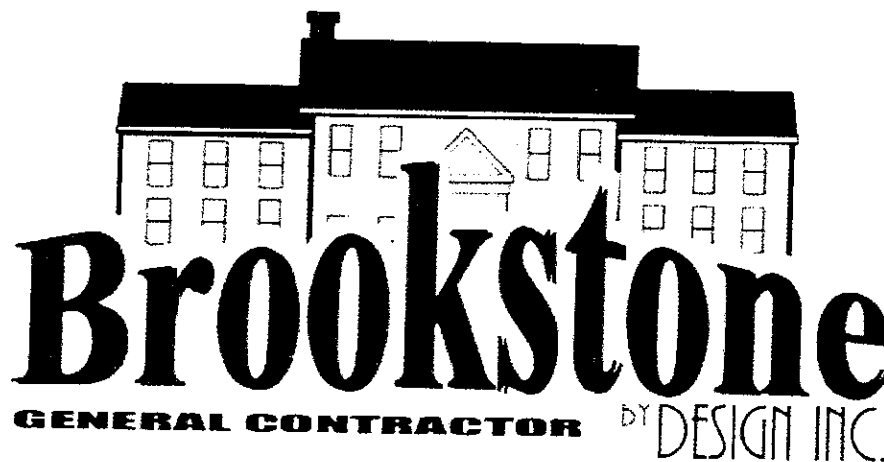
ED 016 100

[illegible]

..



*Addition Work Authorization Form*



Elizabeth Duerr

330-221-2059

December 17, 2014

Owner's Name  
2762 State Route 303

Phone  
New Fence

Date

Street  
Shalersville

Job Description  
Ohio

City

State

You are authorizing the following specifically described work:

Brookstone G.C. By Design Inc. is prepared to install a horse fence around the perimeter of the property. The fence may not be able to be directly on the property line due to wetland conditions of some of the 3-½ acres. The fence will be installed in the following manner. A twelve-inch hole will be drilled down 38" deep and forty pounds of concrete will be used at the bottom for footer. Then a 4x4x8 post will be placed on top of the footer then dirt put around the post half way up it and another forty pounds of concrete will be poured around the reaming post leaving about six inches from the top for dirt to be installed around the post. The fence will have on every corner a 6x6 post with solid concrete around it for strength and any post that has a gate attached to it will be installed in the same manner. Where the fence meets the river running through the land it will stop and start over on the other side. The fence will have to be brought in far enough from the property line at every point in which it is to wet to be installed. Brookstone G.C. By Design Inc. will consult with Joe the homeowner on fence placement to ensure Joe is satisfied where it is being installed and to make sure it fits the needs for the horses. There are two areas where the fence will also run up to the barn located towards the southern side of the barn with one twelve foot farm gat and another 4 to 6 foot farm gate to be installed near the entrance of the barn off of 303. Brookstone G.C. By Design Inc. has drawn a small layout of the fence on a copy of the plot plan for the homeowners to visualize the fenced in area. Also off of the entrance on 303 leading to the barn a 12-foot by 16 foot deep entrance will be fenced in with a gate leading into the gravel area. Also separating the main house driveway there will also be a 12' gate installed there as well. The fence the fence post and the electric fence is all including in the price of the change order. Brookstone G.C. By Design Inc. figured in the 1,500 feet of 5" centaur plastic fence in that the homeowners themselves picked out and figured out how many feet they needed. Brookstone G.C. By Design Inc. did add in 100 extra feet of fence for the entrance area and the area

## *Addition Work Authorization Form*

running up to the barn by the entrance area. All of the brackets and fence clamps etc. was figured out by the homeowner and the fence rep. Brookstone G.C. By Design Inc. still has to power up the fence and split transformers where needed for the homeowner that will be an additional change order for the homeowner. The actual fence being installed to the new post is also included in the change order. Across the front of the property on running parallel to 303 4x6 fence post coming out 6" out of the ground will be used. This fence will be kept back so far from the road to be determined by homeowner and then a fence located 4.5 feet away from the fence installed by the road. This will act as a safety barrier for the horses. Please keep in mind that this is a lot of fence and some holes will not be able to be dug with a machine. Brookstone G.C. By Design Inc. knows that there could be a good number of holes that need to be done with a manual posthole digger. Brookstone G.C. By Design Inc. Also installing this electric fence with all its brackets and clips is a very time consuming task given the size of the fence. Please note if given the go ahead for the change order once signed and paid for Brookstone G.C. By Design Inc. will have to order some of the post which Brookstone G.C. By Design Inc. was told that it will take about a week to have them all in. The supplier has about 145 of the 4x4x8 post out of the 200 plus needed. Brookstone G.C. By Design Inc. would like to start digging a few days before the post come in Brookstone G.C. By Design Inc. only has a week to get the post set that is all we have the machine for. Prep work can be started tomorrow on laying out the holes and marking them with marking paint in order to be ready.

Additional charge for the work is: \$24,354.76

Payment will be made as follows: All change order due and payable before work is to begin.

Above work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 12-17-14 Authorizing Signature James Burns President

We hereby agree to supply labor and materials to complete the above-specified work, at above state price.

Authorizing Signature Elizabeth J. Duen Date 12-17-2014

Change order No. \_\_\_\_\_ Note: This revision becomes part of and in conformance with the existing contract.

\*\*All change orders are due and payable upon signing of the change order\*\*



[Print this Page](#)

## Desktop Account Details Check Print Preview



Key Express Checking: 356652008612

Check #: 1036

Amount: \$9,000.00

Paid Date: 11/12/2014

### Check Front

<b>ELIZABETH DUERR</b> 03-14 2762 STATE ROUTE 303 MANTUA, OH 44255		1036 6-103/410 555	
Pay to the Order of <u>Brookstone</u>		Date <u>Nov 11, 2014</u>	
<u>Nine thousand 00/100</u>		\$ <u>900.00</u>	
 KeyBank National Association Streetsboro, Ohio 44241 1-800-KEY-2-YOU Key.com®		Dollars 	
For <u>Draw 1 Draw 2</u>		<u>Elizabeth Duerr</u>	
⑆041001039⑆ 356652008612⑆ 1036			

### Check Back

EDU	
11/12/2014 135601702235	
	For Deposit only.



Print this Page

## Desktop Account Details Check Print Preview


Key Express Checking: 356652008612

Check #: 1037

Amount: \$7,725.49

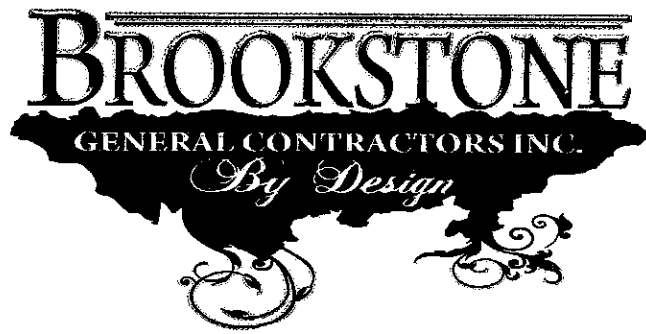
Paid Date: 11/12/2014

### Check Front

<b>ELIZABETH DUERR</b> 2782 STATE ROUTE 303 MANTUA, OH 44255		03-14	1037 6-103/410 663
Pay to the Order of <u>Jim Burns</u>		<u>NOV 11, 2014</u> Date	\$ 7725.49
<u>seven thousand seven hundred twenty</u> Five 49/100			Dollars
 KeyBank National Association Streetsboro, Ohio 44241 1-800-KEY2YOU® Key.com			
For <u>Draw 1 and Draw 2 Jacket gown</u>			
⑆04⑆00⑆1037⑆ 356652008612⑆ 1037			

### Check Back

Endorsement area with signature and date stamp: 11/12/2014 13:00:07 102240	
----------------------------------------------------------------------------	--



## Invoice

Betsy Duerr

330-221-2059

May 18, 2015

Owner's Name

2762 Street RT 303

Phone

Draw's

Date

Street

Mantua

Job Description

Ohio

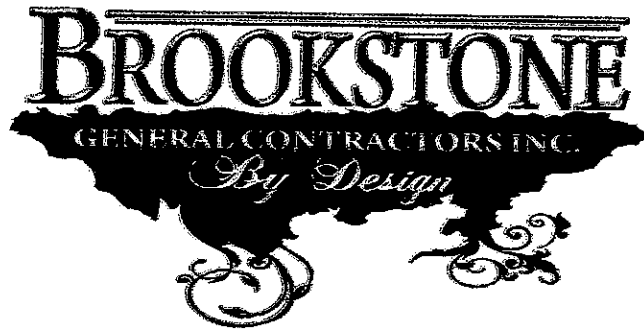
City

State

Post set.	\$ 5,000.00
Rough framing of Barn	\$ 7,000.00
Loft bridge	\$ 1,300.00 (784.00) materials
Extra skirting around base of barn.	\$ 1,849.00 (1,249.00) materials
OSB for inside of barn walls	\$ 2,650.00
Excavating dirt on south side of barn	\$ 1,245.00

Total due \$

*Addition Work Authorization Form*



Invoice

Betsy Duerr  
2672 State Route 303  
Mantua, Ohio 44255

1. Replacing top rails on existing deck	\$ 450.00
2. Extra concrete for footers	\$2,228.18
3. Survey the property	- \$1,650.00
4. Draw due after excavation (draw 1)	- \$3,000.00
5. Draw due after main post are set (2)	\$5,000.00
6. Making building 1 to 2 feet taller in the riding arena	\$2,762.13
7. Extra excavation and moving barn.	\$1,500.00
8. Ladder for pool	\$ 135.18
9. Fill and moving debri (tree etc.) in south west corner for barn.	\$ 275.00